UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ROCKFORD POWERTRAIN, INC.

and Case 33-CA-14570[1]

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS, LOCAL 803

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for the General Counsel.
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for the Charging Party.
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for the Respondent-Employer.

# DECISION

## Statement of the Case

Bruce D. Rosenstein, Administrative Law Judge. This case was tried before me on October 6 and 7, 2004, in Rockford, Illinois, pursuant to a Complaint and Notice of Hearing (complaint) issued on June 30, 2004, by the Regional Director for Subregion 33 of the National Labor Relations Board (the Board). The original charge was filed on April 8, 2004,[2] by International Union, United Automobile, Aerospace and Agricultural Implement Workers, Local 803 (the Charging Party or Union) alleging that Rockford Powertrain, Inc. (the Respondent or Employer), has engaged in certain violations of Section 8(a)(1) and (5) of the National Labor Relations Act (the Act). The Respondent filed a timely answer to the complaint denying that it had committed any violations of the Act.

## Issues

The complaint alleges that Respondent violated Section 8(a)(1) and (5) of the Act by declaring impasse and implementing its final offer without the Union's agreement or consent. Additionally, it alleges that the Respondent prevented the Union from meaningfully negotiating by depriving it of timely excess to necessary and relevant information it had requested.

On the entire record, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

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[1] The subject case was initially consolidated with Case 33-CA-14564. By order dated September 22, 2004, Case 33-CA-14564 was withdrawn and severed from the subject case.

[2] All dates are in 2004 unless otherwise indicated.

## Findings of Fact

### I. Jurisdiction

The Respondent is a Illinois corporation engaged in the business of manufacturing components for off-highway self-propelled construction and agricultural equipment from its facility in Rockford, Illinois, where it purchases and receives goods and services valued in excess of $50,000 directly from points outside the State of Illinois. The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

### II. Alleged Unfair Labor Practices

#### A. Background

Respondent's predecessor Borg-Warner Corporation and the Union had a lengthy collective bargaining history dating back to approximately1946. The Union represented the production and maintenance employees. In addition, Borg-Warner operated another facility in which a different union represented the bargaining unit employees. The Union and Borg-Warner negotiated approximately 15 collective-bargaining agreements since the Union's certification in 1946. In 1985, Borg-Warner combined its two power transmission plants and relocated the workforce into the present plant. The other labor organization and the Union were dovetailed into the present facility and the Union became the exclusive collective-bargaining representative for all of the unit employees. In 1987, Borg-Warner negotiated the last collective-bargaining agreement for the current plant. In June 1988, a number of Borg-Warner managers offered to buy the current facility and were successful in this endeavor finalizing the sale on June 26, 1988. The Respondent then officially came into existence and assumed the Union's existing collective-bargaining agreement. The Respondent thereafter negotiated successive collective-bargaining agreements with the Union in 1990, 1993, 1995, 1998 and 2001. The most recent collective-bargaining agreement was effective from March 21, 2001 to March 21.

Pursuant to the Union's request to negotiate a successor collective-bargaining agreement, the parties met on nine occasions between February 10 and March 21. Collective bargaining sessions occurred on February 10, 25, March 10, 15, 17, 18, 19, 20, and 21. The Respondent at the last bargaining session held on March 21, declared impasse and implemented its final offer, including, but not limited to a new 401(k) profit sharing plan, seniority and layoff provisions and the grievance procedure.

The employees, prior to 1990, were subject to a defined pension system. Employees hired after November 5, 1990, were excluded from the defined pension system and after negotiations with the Union became subject to a defined contribution 401(k) plan (hourly savings plan). Employees could put up to 15% of salary into the plan with the Employer contributing 2% of an employee's wages and matching up to 2% of an employee's contribution. In negotiations for the successor collective-bargaining agreement that commenced on February 10, the Respondent proposed to discontinue its profit-sharing plan and the 2% contribution along with the matching 2% retirement contribution. In its place, the Respondent proposed a new 401(k) profit sharing plan for all salaried and hourly employees with profit sharing to be determined by the Employer at its sole discretion.

At all material times, Manager of Industrial Relations Terry Kittle served as Respondent's chief negotiator during the bargaining sessions held between the parties. Kittle, a long time

employee of Respondent, was the Union President for approximately nine years prior to assuming his present position in July 2002. During the period that Kittle was Union President, he served on the Union's bargaining committee and negotiated a number of predecessor agreements including the parties' most recent collective-bargaining agreement that become effective on March 21, 2001. Assisting Kittle during the negotiation process was Steven Simpson, Vice President of Operations and employee Terry Hawes whose principle responsibility was to take notes at the bargaining sessions. When not talking or responding to Union questions, Simpson attempted to take notes on his computer during the bargaining sessions.

Chief Union Negotiator and spokesperson William Penn, Union President Randy Whelchel, Vice President Nate Brandon and Recording Secretary Marlowe Schumacher represented the Union during the collective bargaining sessions held with the Respondent. It is noted that Penn and Kittle were very familiar with each other as they represented the Union in the negotiation of previous collective-bargaining agreements with the Respondent. Moreover, Kittle and Penn interacted on numerous occasions when dealing with grievances and issues that arose in the plant over the prior ten to fifteen years before the subject negotiations.

1. February 10: Negotiation Session 1

On February 10, the parties held their first negotiating session. The Union submitted its initial collective bargaining proposal to the Respondent (R Exh. 5). While the Respondent did not submit a proposal to the Union, it outlined the state of its business operation, demands from customers to reduce prices, numerous competitors that were making inroads into their business and problems facing the Employer going forward including the large pension contributions that were being made into the existing 401(k) hourly savings plan. No substantive bargaining occurred at this session as the Respondent wanted to study the Union's initial proposal and complete work on its contract proposal that it hoped to present to the Union at the next collective-bargaining session.

2. February 25: Negotiation Session 2

On February 25, the Respondent gave its first contract proposal to the Union (GC Exh. 3). In general, the Respondent stated that except for 25 items that were listed in the proposal, all provisions of the prior contract are to be updated and renewed as part of a new agreement that the parties would negotiate to remain in effect for a period of three years. The majority of the meeting was consumed with the Respondent explaining each of the 25 items that they proposed to change in the successor agreement. Two significant issues were highlighted as the Respondent reviewed its proposal with the Union. First, Item 2 (Union Representation), Item 4 (Seniority), Item 5 (Seniority), Item 15 (Job Classifications and Performance), and Item 16 (Safety) contained a note at the bottom of each proposal.[3] The Respondent informed the Union that it was putting them on notice that this is not a bargaining proposal but only a legal requirement. Respondent told the Union that it will henceforth enforce the rights under the agreement and if the Union wants to change any language contained in these provisions, this is the time to do this. The Union sought examples from Respondent so it could fully understand Respondents intentions in order to make learned counter proposals. Second, Vice President and CFO Rhonda Brunette explained Respondent's intention to discontinue its current profit sharing plan and the Employer 2% retirement and matching contributions in the 401(k) hourly

[3] The Note stated: "the company will not in future applications be bound by any prior practices, waivers, tolerances, or forbearances", as it related to each of the above noted Items.

savings plan. In addition, she informed the Union that the Respondent intended to implement a new 401(k) profit sharing plan for all salaried and hourly employees and the Employer would determine the amount of profit sharing at its sole discretion. Penn immediately requested that the Respondent provide the plan document to the Union so they could be conversant with the new 401(k) plan and develop a response. Brunette informed Penn that the plan was not ready as of yet.

3. March 10: Negotiation Session 3

Respondent's Chairman and CEO Thomas M. Corcoran attended this negotiation session and apprised the Union that in his opinion the two main issues for the parties in reaching a successor agreement were profit sharing and the new proposed 401(k) plan. During the course of the meeting the parties continued their dialogue on the Respondent's proposals. Respondent rejected the Union's proposal to continue the profit sharing and 401(k) hourly savings plan unchanged and to increase the matching and retirement contribution from 2% to 3%. Penn again requested that the Respondent provide the plan document for the new 401(k) profit sharing plan.

At the conclusion of the meeting, Kittle asked Penn whether the parties were at impasse. Penn informed Kittle that the parties were not at impasse.

4. March 15: Negotiation Session 4

Penn did not attend this negotiation session so Union President Whelchel served as the Union's lead negotiator. The parties continued to discuss the content of Respondents February 25 proposal, and some progress was made when the parties reached agreement on a number of items.

5. March 17: Negotiation Session 5

Kittle provided Penn with Brunette's written explanation of the changes to the hourly savings plan that now was contemplated to be a new 401(k) profit sharing plan (GC Exh. 5). Penn again asked Kittle for the plan document for the newly proposed 401(k) profit sharing plan. Additionally, Penn sought information from Kittle on how profit sharing would be determined at the Employer's sole discretion, how the Employer would go about reviewing its profitability performance and other financial metrics each year to determine if a profit sharing contribution will be available and how they would determine the amount of total profit sharing contribution that would be available in a given year. Penn informed Kittle that the new 401(k) plan raised numerous questions and he needed more information in addition to the plan document so the Union could study the new plan and make intelligent counter proposals.

6. March 18: Negotiation Session 6

Penn did not arrive at this negotiation session until around 3 pm. In the remaining two hours until the session ended around 5 pm, the parties made some progress as they continued to negotiate and exchange proposals in an effort to reach agreement on some of the noncontroversial matters.

7. March 19: Negotiation Session 7

Respondent submitted a revised contract proposal during this session (GC Exh. 6). It shows that the parties had agreed to a number of the items that appear on the Respondent's

initial contract proposal of February 25. For example, progress and tentative agreement was reached on Items 4 and 5 (Seniority), Item 6, (Placement of Incapacitated Employees), Item 11 (Holidays), Item 12 (Wages), Item 17 (Subcontracting), and the first year of the parties Medical Plan (Item 20). Penn again asked Kittle for information and examples on the meaning of waivers, tolerances and forbearances. Kittle informed Penn that the Respondent is putting the Union on notice that this is a legal requirement. At the conclusion of the meeting, Kittle told Penn that if we do not get to the major issues it does not look like we will be able to get an agreement.

8. March 20: Negotiation Session 8

At the commencement of this meeting, the Union gave the Respondent a counterproposal to the proposal they received the previous day (GC Exh. 8). Kittles rejected the Union's proposal and informed Penn that the Respondent would not give a counterproposal. Kittle informed the Union that he thought the parties were at impasse. Penn told Kittle that we are not at impasse due to outstanding information requests that still have not been provided. Kittle read a prepared statement that the Respondent has fulfilled their legal obligations and is of the opinion that we are at impasse. Penn again informed Kittle that the parties are not at impasse and suggested that the parties obtain a federal mediator to assist them with the negotiations. While the Employer was not inclined to continue negotiations, after caucusing, it agreed to meet the next morning. Kittle again informed the Union that he believed the parties were at impasse and the Respondent was inclined to implement there last offer but did agree to meet the next morning and he would attempt to contact a federal mediator to be present for tomorrow's negotiation session. For this purpose, Kittle left a voice mail message for the federal mediator in an attempt to obtain his services for Sunday's negotiation session.

9. March 21: Negotiation Session 9

The negotiation session commenced at 10 am and ended around 12 pm. No federal mediator was present at the meeting. The Respondent presented the Union with its last best offer dated March 21 (GC Exh. 9). The Union presented a list of questions to Respondent regarding the final offer (GC Exh. 11). For example, the Union was still seeking a more complete explanation regarding the waivers, tolerances and forbearance language in the final proposal. Additionally, the Union raised a number of questions concerning the new proposed 401(k) profit sharing plan and again requested the plan document so it could make meaningful bargaining proposals. For example, the Union wanted to know how investing and loans would be handled, and the eligibility requirements for the plan. Lastly, the Union wanted to know in Item 8 of the proposal (Starting Times), what procedures and rules the Employer intended to adopt for enforcement purposes as this was left unanswered in the Respondent's final proposal. At the conclusion of the meeting, Kittles informed the Union that the Employer was suspending negotiations and the Respondent would implement its last best offer. Kittle indicated that the outstanding issues that had not been resolved were the 401(k) profit sharing plan and the issue of any employer match, health insurance in years two and three of the proposed contract, subcontracting, and language regarding waivers, tolerances and forbearances.

Events after Implementation of Respondent's Last Contract Offer

On March 22, the Respondent provided a Plan for Post Contract Actions to all employees (GC Exh. 12). The Plan outlined each item of the Respondent's last offer and described how and when it would be implemented. For example, it gave specific instructions on how layoff rules, seniority for job postings, vacations, and rest periods would be implemented. Additionally, it informed employees that the 2% employer matching contribution and the 2% retirement contribution were suspended effective March 31, and a new 401(k) profit sharing plan

would become effective for all employees on March 22.

The parties met on April 7, for their first post implementation bargaining session in the presence of a federal mediator. Kittle informed the Union that the Respondent was working on the new 401(k) plan document but it was not available as of yet. Penn reiterated his request for all information that he previously requested but had not received and responses to his questions that he inquired about at the March 21 meeting. Penn again renewed his request for the 401(k) plan document. Kittle replied to some of the questions that Penn had asked about at the March 21 meeting and informed the Union that the profit sharing plan document would be given to the Union on April 21, as well as additional information that the Union had previously requested.

By letter dated April 14, Penn reiterated his request for information including answers to his questions regarding waivers, tolerances and forbearances and renewed his request for the plan document for the new 401(k) plan that he had requested at least three times during negotiations (GC Exh. 17).

By letter dated April 16, Kittle responded to Penn and informed him that he previously provided him all of the information that it possessed regarding waivers, tolerances and forbearances and that at the parties next meeting the Respondent will provide additional responses to the Union's questions and a copy of the plan document for the new 401(k) profit sharing plan (GC Exh. 18).

On April 23, the Respondent provided the Amended and Restated information for the new 401(k) profit sharing plan (GC Exh. 20(a) and (b)). The plan document shows that Amendments 1 through 3 were added to the plan during the time period that the previous contract was in effect but was not given to the Union in advance nor was it the subject of negotiations. Additionally, the plan document shows that Amendments 4 and 5 were prepared on April 2 and 15, respectively. In both cases, the Union was not provided advance notice of these Amendments.

## B. Analysis and Conclusions

The General Counsel argues that throughout negotiations the Respondent had a predetermined plan to reach impasse with no intention of entering into a final or binding collective-bargaining agreement with the Union and that Respondent unilaterally and unlawfully implemented its contract proposals without providing necessary and relevant information to the Union in a timely manner before it unlawfully declared impasse.

The Union argues that Respondent tailored its proposals with a predesigned effort to frustrate agreement and that Respondent violated the Act by unilaterally implementing its proposals in the absence of a bargaining impasse.

Respondent contends that at all material times it engaged in good faith bargaining, it made a number of concessions by agreeing to proposals advanced by the Union and after nine bargaining sessions it was evident the parties were at impasse and it was privileged to implement its last best offer.

The Board has defined impasse, as the point in time of negotiations when the parties are warranted in assuming that further bargaining would be futile. *Pillowtex Corp.* 241 NLRB 40, 46 (1979). "Both parties must believe that they are at the end of their rope." *PRC Recording Co.* 280 NLRB 615, 635 (1986), enfd. 836 F.2d 289 (7th Cir. 1987).

Respondent argues that the new 401(k) profit sharing plan did not change and thus, there was no plan document to provide to the Union. Contrary to this argument, I find that the profit sharing plan as proposed by the Respondent in its last best offer dramatically changed in comparison to the former hourly savings plan, and had the potential of substantially reducing Employer contributions to the plan. In this regard, the elimination of the Employer contribution and employee match for a total of 4% of salary substantially reduces the amount of money contributed into the employee's savings account. Indeed, the new 401(k) profit sharing plan contemplated funding the savings account based on profits earned by Respondent at the sole discretion of the Employer. Even if the Respondent showed a yearly profit, it would still be discretionary to fund an employee's savings account. Moreover, during the time period of the prior contract (March 21, 2001 to March 21), the Respondent added three Amendments to the profit sharing plan. None of these Amendments, however, were given to the Union in advance nor did the parties engage in negotiations over there content. Thus, at the very least when the Union requested the plan document prior to the new 401(k) profit sharing plans implementation, the Respondent had an obligation under the Act to provide the document including the first three Amendments. Instead, Amendments 1, 2, and 3 along with Amendments 4 and 5 were not provided to the Union until April 23, a period of time after the plans implementation on March 22. Thus, the Union was precluded from receiving necessary and relevant information in a timely fashion so it could prepare proposals and engage in meaningful negotiations regarding Respondent's final offer. Further, I note that the Union asked for the 401(k) plan document on at least five occasions (February 25, March 10, 17, 20 and 21) before implementation but was not provided with the document. Likewise, Penn asked the Respondent for information regarding financial metrics, participant's eligibility requirements, the tax year the plan would be effective, and how the Respondent intended that profit sharing would be determined at the Employer's sole discretion. The Respondent did not provide any of this information in writing nor did it provide answers to the Union's questions prior to its implementation of the new 401(k) profit sharing plan on March 22.

The Respondent argues that Penn never asked for the 401(k) profit sharing plan document prior to March 21. Contrary to this assertion, I find that Penn was a very credible witness whose memory was sharp and precise when discussing the exact dates that he asked Respondent for the plan document. On the other hand, Kittle had a poor recollection of events that took place during the nine bargaining sessions held between the parties. Indeed, during the course of his testimony, Kittle frequently had to refer to Respondent's bargaining notes to refresh his recollection of dates and when particular issues were discussed. Moreover, when confronted by Respondent's bargaining notes on cross examination, both Kittle and Simpson grudgingly acknowledged that Penn did request the 401(k) plan document on at least three occasions prior to March 21. Lastly, Penn's April 14 letter to Kittle reiterating his request for information that had not been received prior to implementation specifically mentions that he had requested the 401(k) plan document on at least three prior occasions during negotiations.[4]

Respondent, at the second substantive negotiation session held on March 10, asked the Union whether the parties were at impasse. I find that this was the mindset the Respondent

[4] The General Counsel also argues that the Respondent refused to provide examples and information relevant to the Notes contained in the implemented proposal regarding waivers, tolerances and forbearances. Contrary to this assertion, I find tat Kittle did give a number of examples to Penn during the negotiation sessions held on February 25 and March 20 in regard to the Notes attached to Items 2, 4, 5, 15 and 16. While the Union pressed for additional examples, I find that the Respondent did not refuse to provide responses to Penn's oral questions and it did so in a timely manner prior to implementation of the final offer on March 22.

brought to the negotiation process with a goal of reaching impasse as quickly as possible so it could implement its last best offer. In this regard, the parties only engaged in nine bargaining sessions prior to implementation, the first of which occurred on February 10 and only addressed the Employer's business outlook and the submission of the Union's initial contract proposal. It is noted that a number of the negotiation sessions did not last an entire day and the last session held on March 21 lasted only two hours. Moreover, Kittle took the position that the parties had reached impasse at both the March 20 and 21 negotiation sessions.

The Board has held that if lawful impasse is reached an employer may implement consistent with its last offer. I have compared the Respondent's last best offer dated March 21 (GC Exh. 9) with the Respondent's Plan for Post Contract Actions dated March 22 (GC Exh. 12). My comparison shows that the Respondent made changes from its last best offer that were inserted in the Plan for Post Contract Actions. For example, in Item 7 (Vacations), there is a change how often employees could take vacation days and an implementation date of July 1. In Item 9 (Rest Periods), specific times are designated to take breaks and new restrictions regarding vending machines and additional microwave and coffee machines are included. In Item 11 (Holidays), the schedule takes effect immediately when no such date was set forth in the last best offer. In Item 22 (Profit Sharing), employees are informed that profit sharing payments will not be made in 2004 and no posting of monthly performance will be considered. In Items 23 and 24 (Profit Sharing), the effective date for the suspension of the 2% employer match and the 2% retirement contribution is scheduled for March 31 and the effective date for the new 401(k) plan is scheduled for March 22. Neither of these effective dates was part of the Respondent's last best offer.

Considering the parties' course of dealing throughout bargaining up to the date of implementation of the final offer, including the significant agreement on a number of the Respondent's contract proposals and the counterproposals advanced by the Union at a number of the bargaining sessions, I am not persuaded that the parties were at impasse when the Respondent implemented its final offer on March 22. Moreover, not only did the Respondent not provide the 401(k) profit sharing plan document in a timely manner, it also refused to provide answers to questions about the framework of the new plan and how it would impact employees. I find no compelling reason why the Respondent could not have waited until it completed the plan document and provided answers to the Union's questions so the parties could have continued negotiations in an effort to reach a final agreement. Rather, Respondent simply "jumped the gun" by not allowing negotiations to continue. Additionally, I note that despite asserting that the parties were at impasse on March 20, the Respondent acquiesced to another bargaining session for the following day in the presence of a federal mediator. Such actions on the part of the Respondent are inconsistent with its assertion that the parties exhausted the prospects for concluding an agreement.

For all of the above reasons, I find that the parties had not reached a valid impasse when the Respondent declared impasse and implemented its final offer. Therefore, I conclude that the Respondent violated Section 8(a)(1) and (5) of the Act. *Decker Coal Company,* 301 NLRB 729 (1991).

## Conclusions of Law

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) and (5) of the Act by preventing the Union from meaningfully negotiating concerning Respondent's final offer by depriving it of timely access to necessary and relevant information and prematurely declaring impasse and unilaterally implementing its final offer on March 22, 2004.

## Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having unlawfully implemented its final offer on March 22, 2004, it must rescind implementation of its terms and restore the terms and conditions of employment existing prior to the unilateral change. In addition, Respondent must restore the terms and conditions that applied to the 401(k) hourly savings plan. Employees shall be made whole for all losses suffered as a result of Respondent's unilateral changes in accordance with *Ogle Protection Service,* 183 NLRB 682 (1970), plus interest. Issues as to other terms and conditions that were changed due to Respondent's unilateral implementation of its final offer will be deferred to the compliance stage of the proceedings.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[5]

## ORDER

The Respondent, Rockford Powertrain, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

   (a) Refusing to provide information in a timely manner.
   (b) Prematurely declaring impasse and unilaterally implementing its final offer.
   (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   (a) Provide to the Union all information it requested on February 25, March 10, 17, 20, and 21.
   (b) Upon request of the Union rescind implementation of the final offer dated March 22, 2004, and restore the terms and conditions of employment existing prior to the unlawful changes, with interest where appropriate.
   (c) Make employees whole for any loss of earnings and other benefits suffered as a result of Respondent's unilateral changes in the terms and conditions that applied to the 401(k) hourly savings plan prior to the unlawful change in March 2004, in the manner set forth in the remedy section.

[5] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(d) Within 14 days after service by the Region, post at its facility in Rockford, Illinois, copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 33, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 25, 2004.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. December 17, 2004

Bruce D. Rosenstein
Administrative Law Judge

[6] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT in any like or related manner interfere with restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL NOT refuse to provide in a timely manner necessary information requested by the Union.

WE WILL NOT declare an impasse in bargaining with the Union and unilaterally impose our final offer before an impasse has actually been reached.

WE WILL provide the Union the information that it requested on February 25, March 10, 17, 20, and 21, 2004.

WE WILL rescind implementation of our final offer dated March 22, 2004, and restore the terms and conditions of employment existing prior to the unlawful changes, with interest where appropriate.

Rockford Powertrain, Inc.
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Sub Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

300 Hamilton Boulevard, Suite 200, Peoria, IL 61602-1246
(309) 671-7080, Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST

NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (309) 671-7068.